
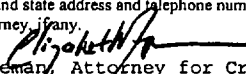


## EXHIBIT 2

<b>United States Bankruptcy Court/Southern District of New York</b> Lehman Brothers Holdings Claims Processing Center c/o Epiq Bankruptcy Solutions, LLC FDR Station, P.O. Box 5076 New York, NY 10150-5076		<h2 style="margin: 0;">PROOF OF CLAIM</h2>	
In Re: Lehman Brothers Holdings Inc., et al. Debtors.	Chapter 11 Case No. 08-13555 (JMP) (Jointly Administered)	Filed: USBC - Southern District of New York Lehman Brothers Holdings Inc., Et Al. 08-13555 (JMP)      0000030414	
Name of Debtor Against Which Claim is Held Lehman Brothers Commodity Services, Inc.    08-13885			
THIS SPACE IS FOR COURT USE ONLY			
Name and address of Creditor: (and name and address where notices should be sent if different from Creditor)  Dynegy Power Marketing, Inc. c/o Elizabeth C. Freeman Locke Lord Bissell & Liddell LLP 600 Travis, Suite 3400 Houston, TX 77002  Telephone number: (713) 226-1607      Email Address: efreeman@lockelord.com		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim.  Court Claim Number: _____ (If known)  Filed on: _____	
Name and address where payment should be sent (if different from above) Dynegy Power Marketing, Inc. 100 Louisiana Street, Suite 5800 Houston, TX 77002  Telephone number: (713) 507-6400      Email Address:		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.  <input type="checkbox"/> Check this box if you are the debtor or trustee in this case.	
1. Amount of Claim as of Date Case Filed: \$ 3,697,653.44 If all or part of your claim is secured, complete Item 4 below; however, if all of your claim is unsecured, do not complete item 4. If all or part of your claim is entitled to priority, complete Item 5. If all or part of your claim qualifies as an Administrative Expense under 11 U.S.C. §503(b)(9), complete Item 6. <input checked="" type="checkbox"/> Check this box if all or part of your claim is based on a Derivative Contract.* <input type="checkbox"/> Check this box if all or part of your claim is based on a Guarantee.* <b>*IF YOUR CLAIM IS BASED ON AMOUNTS OWED PURSUANT TO EITHER A DERIVATIVE CONTRACT OR A GUARANTEE OF A DEBTOR, YOU MUST ALSO LOG ON TO <a href="http://www.lehman-claims.com">http://www.lehman-claims.com</a> AND FOLLOW THE DIRECTIONS TO COMPLETE THE APPLICABLE QUESTIONNAIRE AND UPLOAD SUPPORTING DOCUMENTATION OR YOUR CLAIM WILL BE DISALLOWED.</b> <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of interest or additional charges. Attach itemized statement of interest or charges to this form or on <a href="http://www.lehman-claims.com">http://www.lehman-claims.com</a> if claim is a based on a Derivative Contract or Guarantee.		5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount.  Specify the priority of the claim:  <input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Wages, salaries or commissions (up to \$10,950), earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(4). <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5). <input type="checkbox"/> Up to \$2,425 of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8). <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507(a)(____).  Amount entitled to priority:  \$ _____	
2. Basis for Claim: Termination of ISDA 2002 Master Agreement dated May 17, 2007 (See instruction #2 on reverse side.)		<b>FOR COURT USE ONLY</b>  <div style="border: 2px solid black; padding: 10px; text-align: center;"> <b>FILED / RECEIVED</b>   <b>SEP 22 2009</b>   <b>EPIQ BANKRUPTCY SOLUTIONS, LLC</b> </div>	
3. Last four digits of any number by which creditor identifies debtor: _____ 3a. Debtor may have scheduled account as: _____ (See instruction #3a on reverse side.)			
4. Secured Claim (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information. Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other  Describe: _____  Value of Property: \$ _____ Annual Interest Rate _____ % Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$ _____ Basis for perfection: _____  Amount of Secured Claim: \$ _____ Amount Unsecured: \$ 3,697,653.44 +		7. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim. 8. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages and security agreements. Attach redacted copies of documents providing evidence of perfection of a security interest. (See definition of "redacted" on reverse side.) If the documents are voluminous, attach a summary. <b>DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.</b> If the documents are not available, please explain:	
6. Amount of Claim that qualifies as an Administrative Expense under 11 U.S.C. §503(b)(9): \$ _____ (See instruction #6 on reverse side.)			
Date: 09/21/2009	Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.   Elizabeth C. Freeman, Attorney for Creditor		
Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.			

**EXHIBIT A**

Due to the voluminous nature of the supporting documents, copies are not being filed with this Proof of Claim. This summary is being submitted instead. Copies of the documentation may be obtained by requesting a copy from Claimant's counsel.



Dynergy Power Marketing, Inc.  
1000 Louisiana Street, Suite 5800  
Houston, Texas 77002  
Phone 713.507.6400  
www.dynergy.com

December 4, 2008

VIA FACSIMILE (212) 526-7187, U.S.CERTIFIED MAIL, OVERNIGHT MAIL AND  
ELECTRONIC MAIL AT COMMODITIESMARGIN@LEHMAN.COM

Lehman Brothers Commodity Services, Inc.  
c/o Lehman Brothers, Inc.  
Transaction Management Group  
Corporate Advisory Division  
745 Seventh Avenue  
New York, NY 10019

Attention: Document Manager  
General Counsel

Re: Termination Payment Calculation under the ISDA 2002 Master Agreement dated May 17, 2007 ("ISDA"), as the same may have been amended, and the following Confirmations by and between Dynergy Power Marketing, Inc. ("Dynergy") and Lehman Brothers Commodity Services, Inc. ("Lehman") that are part of and made pursuant to the ISDA: (1) Confirmation dated July 26, 2007; (2) Confirmation dated September 21, 2008 (executed September 26, 2007); (3) Confirmation dated February 1, 2008; and (4) Confirmation dated February 26, 2008. The ISDA with all Confirmations made pursuant thereto referred to herein as the "Agreement."

Ladies and Gentlemen:

By letter dated September 15, 2008, Dynergy terminated the Agreement described above effective as of September 15, 2008 after the applicable Lehman entities named above, or related to those named above, filed for protection under Chapter 11 of the U.S. Bankruptcy Code, such filing constituting grounds for termination under the Agreement. Enclosed please find a memorandum containing calculations of the termination payment due under the Agreement. Pursuant to 11 U.S.C. § 362(b)(17), Dynergy intends to offset margin provided to it by Lehman, in the amount of \$11,900,000.00 against the obligations described herein.

As the result of such calculations, Lehman owes Dynergy \$3,697,653.44 in full and final satisfaction of its obligations under the Agreement. The payment of such amounts set forth



above shall not constitute a waiver of limitation of Dynergy's rights and defenses with respect to the Agreement or any other request, demand or claim [including the right to file additional proofs of claim with respect to the Agreement and any related guarantecs.] Dynergy reserves the right to amend the termination payment calculation.

This letter is for notification purposes and nothing herein should be construed as an attempt to violate the automatic stay provisions in Lehman's Chapter 11 case.

In the event that any of the capacity which was the subject of a Confirmation described above was either sold or assigned by you to any third party, Dynergy hereby requests that you provide it with a list of the parties to whom such capacity was sold. Dynergy has no obligation to any such third party, however, a list of any such third parties would be useful in clarifying respective capacity rights with the MISO.

Please direct any inquiries concerning this letter to the undersigned at (713) 767-8634 and at the address set forth above.

Sincerely,

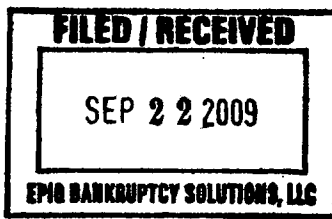
DYNERGY POWER MARKETING, INC.

By: 

Eric P. Watts

Sr. Vice President

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*[Signature]*  
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